

1 BILL NO. G-84-09-04

2 GENERAL ORDINANCE NO. G- 23-84

3 AN ORDINANCE authorizing the
4 Board of Aviation to enter into
5 a Sales Agreement and to acquire
6 real estate.

7 WITNESSETH:

8 WHEREAS, the Board of Aviation Commissioners of the
9 City of Fort Wayne, Indiana, is empowered, pursuant to I.C. 8-22-
10 2-1, et seq., to negotiate and execute contracts of purchase with
11 respect to real estate;

12 WHEREAS, the Board of Aviation Commissioners contem-
13 plates acquiring certain real estate at Smith Field, to be util-
14 ized for Airport purposes;

15 WHEREAS, the purchase price is One Thousand Nine Hundred
16 and No/100 Dollars (\$1,900.00) per acre and the acreage is 6.06
17 acres, more or less, (to be verified by survey); and

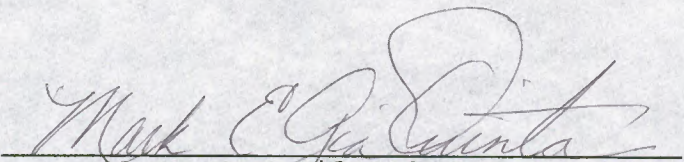
18 WHEREAS, this Ordinance is necessary in that Council's
19 approval is required pursuant to the Municipal Code of the City
20 of Fort Wayne, Indiana.

21 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
22 THE CITY OF FORT WAYNE, INDIANA:

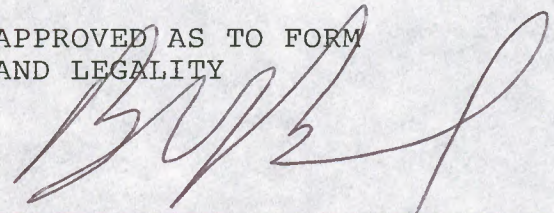
23 SECTION 1. Full and complete authority and approval is
24 hereby given for the Board of Aviation Commissioners of the City
25 of Fort Wayne, Indiana, to acquire the real estate as referenced
26 in the attached Sales Agreement, made a part hereof as Exhibit "A".
27 Furthermore, the Board of Aviation Commissioners of the City of
28 Fort Wayne, Indiana, is empowered and authorized to execute any
29 and all documents of any kind or character to accomplish such
30 purchase and that the execution of the attached Sales Agreement
31 is hereby ratified in all respects. It is also noted that the
32 funds to be used for the purchase have been previously appro-
priated by this Council.

1 Page Two

2
3 SECTION 2. That this Ordinance shall be in full force
4 and effect from and after its passage and any and all necessary
5 approval by the Mayor.

6
7 
8 Councilmember

9 APPROVED AS TO FORM
10 AND LEGALITY

11 
12 Bruce O. Boxberger, City Attorney

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17 Fox River Bond
18 25% COTTON
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Read the first time in full and on motion by GiaQuinta, seconded by Delmar, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.

DATE: 9-11-84

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by GiaQuinta, seconded by Delmar, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>7</u>	_____	_____	<u>2</u>	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	_____	_____	_____	<u>✓</u>	_____
<u>STIER</u>	_____	_____	_____	<u>✓</u>	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 9-25-84

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) ~~(APPROPRIATION)~~ (GENERAL)

(SPECIAL) ~~(ZONING MAP)~~ ORDINANCE (RESOLUTION) NO. 9-23-84

on the 25th day of September, 1984,

ATTEST:

Sandra E. Kennedy

SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Ray A. Ebert

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of September, 1984, at the hour of 11:00 o'clock A. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 30th day of September, 1984, at the hour of 3:00 o'clock P. M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

2/10/83
DWV
(Quitclaim Deed)

SALES AGREEMENT

THIS SALES AGREEMENT (hereinafter referred to as the "Agreement"), made this 30th day of August, 19 84, by and between UNITED RAILROAD CORP.

(hereinafter referred to as "Seller"), a Delaware corporation acting through the Regional Manager, Real Estate of THE PENN CENTRAL CORPORATION (hereinafter, if other than Seller, referred to as "PCC"), a Pennsylvania corporation having an office at 1700 Market Street, Philadelphia, Pennsylvania 19103, and City of Fort Wayne Board of Aviation Commissioners, Room 209, Baer Field Terminal, Fort Wayne, Indiana 46809

(hereinafter referred to as "Buyer"):

WITNESSETH, THAT:

For and in consideration of the premises, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Agreement to Buy and Sell

(a) Upon the terms and conditions hereinafter set forth, and subject to the approval of the management and Board of Directors of Seller and PCC (if other than Seller) as provided in Paragraph 9 hereof, and provided that the sale on said terms and conditions would not be contrary to any law, regulation or order of governmental authority, Seller agrees to sell and quitclaim to Buyer, and Buyer agrees to purchase from Seller, all of Seller's right, title and interest in and to that certain tract(s) or parcel(s) of land situate in Washington Township, Allen County, Indiana being all of Grantor's right of way lying between the centerlines of Cook Road and Ludwig Road. Containing 6.06 acres, more or less.

more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, together with any and all improvements located thereon except for the Rail Facilities, as hereinafter defined (said land, together with such improvements, are hereinafter collectively referred to as the "Premises").

(b) Buyer acknowledges that Buyer has inspected the real property and the buildings and other improvements, if any, included in the Premises and is thoroughly acquainted with their condition. Buyer agrees to accept the Premises in an "as is" condition, subject to any existing violations of law or ordinance, whether or not such violations are recorded.

(c) Buyer acknowledges and agrees that no right or means of access to or from the Premises is included herein, whether specifically or by implication, and that Seller shall not be liable or obligated to obtain such right or means of access for the benefit of Buyer. Any right or means of access to or from the Premises desired by Buyer shall be obtained by Buyer at its sole cost and expense.

(d) Buyer and Seller hereby agree to the additional terms and conditions set forth in Exhibit B attached hereto and incorporated herein by this reference.

2. Purchase Price

(a) The purchase price for the Premises (hereinafter referred to as the "Purchase Price") shall be an approximate consideration of \$11,514, exact consideration to be based on a unit price of \$1,900 per acre, as determined by Grantor's Conveyance Department of which amount \$ 1,000.00 (One Thousand Dollars and 00/100)

was delivered to Seller simultaneously herewith as Buyer's earnest money deposit (hereinafter referred to as the "Earnest Money"). Receipt of the Earnest Money is hereby acknowledged by Seller, and such Earnest Money shall be applied at Closing as part payment of the Purchase Price.

(b) The balance of the Purchase Price of \$ 10,514.00 (Ten Thousand Five Hundred Fourteen Dollars and 00/100) shall be paid to Seller by Buyer in cash, or by check acceptable to Seller, at the Closing.

~~(c) The Purchase Price has been fixed without reference to the area included in the Premises and shall not be abated or changed in the event that a different area shall be proved by survey or otherwise~~

3. Survey and Title

~~(a) Within five (5) days after receipt of a counterpart of this Agreement executed on behalf of Seller, Buyer shall order a survey of the Premises (herein referred to as the "Survey") by a licensed or registered surveyor. Buyer shall furnish Seller with a reproducible tracing and two (2) copies of the Survey within thirty (30) days after ordering the Survey, and the legal description of the Premises included in the Deed to be delivered at Closing under Paragraph 4(b) hereof shall be based upon the Survey~~

(b) Buyer acknowledges that Seller has made no representations or warranties to Buyer concerning the quality of Seller's title to the Premises. Within five (5) days after receipt of a counterpart of this Agreement executed on behalf of Seller, Buyer shall either: (i) order a preliminary title report on Seller's title to the Premises (hereinafter referred to as the "Title Report"), or (ii) notify Seller that Buyer elects not to secure said Title Report. In the event that Buyer elects not to secure the Title Report, Buyer agrees that it shall accept the Deed at Closing, and shall be deemed to have waived any and all objections to Seller's title to the Premises. In the event that Buyer elects to secure the Title Report, Buyer shall notify Seller within thirty (30) days after ordering the Title Report of any exceptions included therein to which the Buyer objects and which render Seller's title to the Premises less than fee simple title, subject only to the matters set forth in subparagraph 4(b) hereof and to any matters set forth in Exhibit B hereto. Seller shall have a reasonable time prior to the Closing in which to use Seller's best efforts to correct any such exceptions, and, if necessary, Seller may postpone the Closing Date in order to have a reasonable time in which to correct any such exceptions.

(c) Buyer shall obtain ~~the Survey and~~ the Title Report at its sole cost and expense; provided, however, that in the event that the management and Board of Directors of either Seller or PCC do not approve and authorize the purchase and sale contemplated herein as provided in Paragraph 9 hereof, Seller shall reimburse Buyer for the actual cost incurred by Buyer for the Title Report ~~and the Survey~~ upon receipt of the paid invoices therefor.

(d) Buyer, personally or through agents, employees or contractors, may go on the Premises at any time and from time to time prior to the Closing to prepare ~~the Survey and~~ to make such soil, engineering, environmental and other tests and analyses of the Premises as are approved by Seller. Except as set forth in subparagraph 3(c) hereinabove, Buyer shall pay all costs incurred in making such ~~surveys,~~ tests and analyses. Buyer does hereby indemnify Seller and PCC against, and agrees to hold Seller and PCC harmless from, any and all liens, claims, losses and liability arising out of Buyer's exercising its privilege under this subparagraph 3(d) to go upon the Premises.

4. Closing

(a) The closing and consummation of the purchase and sale of the Premises (such closing being herein referred to as the "Closing") shall be held in the office of Seller located at 644 Linn Street, Suite 719, Cincinnati, Ohio 45203, on or before October 31, 19 84 (hereinafter referred to as the "Closing Date"), at a time convenient to Seller and Buyer.

(b) At the Closing Buyer shall pay to Seller the balance of the Purchase Price, and Seller shall simultaneously therewith deliver to Purchaser, and Purchaser shall accept from Seller, that certain Quitclaim Deed (herein referred to as the "Deed") executed by Seller, as Grantor therein, quitclaiming to Buyer, as Grantee therein, all of Seller's right, title and interest in the Premises, without any covenant or warranty of title whatsoever by the Grantor, either express or implied, and including the following provisions:

- ~~(i) RESERVING unto Grantor permanent and perpetual easements in gross, freely alienable and assignable by the Grantor~~ ~~Ma~~
for (a) all existing wire and pipe facilities or occupations whether or not covered by license or agreement between Grantor and other parties, of record or not of record, that in any way encumber the premises conveyed herein, and (b) all rentals, fees ~~and considerations resulting from such occupations, agreements, licenses and easement conveyances.~~
- ~~(ii) FURTHER RESERVING unto the Grantor, its successors and assigns, all oil, gas, natural gas, casing head gas~~ ~~Ma~~
condensates, related hydrocarbons and all products produced therewith or therefrom in or under the premises conveyed herein, with the full and free right to enter upon said premises to test by boring, drilling or otherwise and to remove the same by the use of the usual or proper and convenient methods, devices or appliances, including the right to inject gas, air, water and other fluids into the sands and formations in or underlying said premises, without liability for any ~~damage that may be done to the surface thereof, either by subsidence or otherwise.~~
- ~~(iii) THIS DEED is delivered by Grantor and accepted by Grantee subject to the covenant and restriction that no part of the~~ ~~Ma~~
premises conveyed herein shall be used as, or made a part of, a transportation, communication, electrical or other ~~corridor or right of way, excepting, however, as hereinabove set forth.~~
- (iv) GRANTOR shall not be liable or obligated to construct or maintain any fence between the land hereinabove described and land of Grantor adjoining the same; or be liable or obligated to pay for any part of the cost or expense of constructing or maintaining such a fence or any part thereof; or be liable for any compensation for any damage that may result by reason of the nonexistence of such fence.
- (v) GRANTEE agrees to assume all obligations with respect to ownership, maintenance, repair, renewal or removal of the drainage structures, culverts and bridges located on, over or under the premises conveyed herein that may be imposed after the date of this Deed by any governmental agency having jurisdiction thereover.
- (vi) GRANTEE ACKNOWLEDGES and agrees that should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor.
- ~~(vii) GRANTEE FURTHER ACKNOWLEDGES and agrees that Grantor has retained title to the railroad track and related~~
rail improvements (herein collectively referred to as the "Rail Facilities") located on the premises conveyed herein, and that Grantor, its agents, employees and independent contractors, may enter upon said premises and remove the Rail ~~Facilities within 180 days after the date on which this Deed is delivered.~~
- (viii) GRANTEE FURTHER ACKNOWLEDGES and agrees that no right or means of access to or from the aforesaid premises is included herein, whether specifically or by implication, across any adjacent property of the Grantor or otherwise.

(c) A draft of the Deed shall be forwarded to Buyer by Seller at least twenty-five (25) days prior to the Closing Date, and Buyer shall review and approve said draft of the Deed within fifteen (15) days after Buyer's receipt thereof. Buyer agrees that thereafter the Closing shall take place within ten (10) days following the date that Buyer receives notice from Seller that the Deed and all other closing documents are ready for delivery to Buyer.

(d) Buyer shall bear the expense of all recording costs, transfer taxes, settlement fees and revenue stamp fees to be paid in connection with the purchase and sale of the Premises contemplated herein.

~~(e) At the Closing, Seller and Buyer shall prorate all real estate taxes, special assessments, water and sewer charges, rents and any other taxes and charges on the Premises as of the date of the Closing. Buyer shall pay all such taxes and charges due from the date of the Closing to the end of the applicable local governmental year, based on a 365 day period.~~

(f) Possession of the Premises shall be granted by Seller to Buyer on the date of the Closing.

5. Default

2/10/83 QC

(a) If the purchase and sale of the Premises contemplated by this Agreement shall not be consummated on account of:

- (i) Seller's failure to deliver the Deed at the Closing, as provided in subparagraph 4(b) hereof; or
- (ii) Seller's default in any of the other covenants or agreements on the part of Seller herein contained:

Then in any such event Buyer's Earnest Money shall be refunded without interest to Buyer upon demand.

(b) If the purchase and sale of the Premises contemplated by this Agreement shall not be consummated on account of:

- (i) Buyer's failure to pay the balance of the Purchase Price due at the Closing; or
- (ii) Buyer's failure to review and approve the Deed in accordance with subparagraph 4(c) hereinabove, or
- (iii) Buyer's failure to consummate the Closing within ten (10) days after Buyer's receipt of notice from Seller that the closing documents are ready for delivery, as provided in subparagraph 4(c) hereinabove; or
- (iv) Buyer's default in any of the other covenants or agreements on the part of Buyer herein contained:

Then in any such event Seller, at its option, may declare this Agreement null and void, and may retain the Earnest Money as full liquidated damages for Buyer's default, and not as a penalty, the parties hereto acknowledging that it is impossible to more precisely estimate Seller's damages upon such default by Buyer.

6. Brokerage Indemnification

Both Buyer and Seller warrant and represent that they have not dealt with any real estate brokers or agents with regard to the purchase and sale of the Premises contemplated by this Agreement. Buyer hereby indemnifies Seller and PCC against, and agrees to hold, save and defend Seller and PCC harmless from, any and all claims (and all expenses incurred in defending any such claim) for any real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with Buyer and relating to the purchase and sale of the Premises. Seller hereby indemnifies Buyer against, and agrees to hold, save and defend Buyer harmless from, any and all claims (and all expenses incurred in defending any such claim) for any real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with Seller or PCC and relating to the purchase and sale of the Premises.

7. Notices

All notices given under this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the parties at their respective addresses set forth below, or such other addresses as are specified by written notice and delivered in accordance herewith, and all such notices shall be deemed so delivered when received:

SELLER:

THE PENN CENTRAL CORPORATION

644 Linn Street, Suite 719

Cincinnati, Ohio 45203

BUYER:

Mr. Raymond L. Hoverman
City of Fort Wayne, Board of
Aviation Commissioners
Rm. 209, Baer Field Terminal

Fort Wayne, Indiana 46809

8. Miscellaneous

(a) This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State in which the Premises are located.

(b) No failure of either party hereto to exercise any power given such party under this Agreement, or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms of this Agreement.

(c) Time is of the essence in complying with the terms, covenants and conditions of this Agreement.

(d) This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

(e) Except as expressly limited by the terms of this Agreement, all rights, power and privileges conferred hereunder upon the parties shall be cumulative and not restrictive to those given by law.

(f) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, that Buyer may not assign its rights hereunder without the prior written consent of Seller.

(g) No amendment to this Agreement shall be binding upon either of the parties to this Agreement unless such amendment is in writing and executed by both parties hereto.

(h) Any condition or right of termination or rescission granted by this Agreement to either Buyer or Seller may be waived by the party for whose benefit such condition or right was granted, and any such waiver may be made by notice to the other party hereto.

(i) Seller covenants that Seller has not, as of this date, received notice from any local or other public body, or pursuant to the authority or direction of any public body, with respect to work proposed and affecting the Premises, and having to do with the installation of curbing, sidewalk paving, cartway or street paving or other street improvements, or the installation of sewers, water or lighting facilities. In the event any such notice respecting the performance and the completion of any such work required is hereafter received by Seller or Buyer or notice of confirmed special assessment on the Premises is issued to Seller or Buyer in connection therewith, it is agreed that Buyer shall be responsible for compliance with such notice or notices, and shall pay for the work required or the assessment levied therefor.

9. Offer

For and in consideration of the payment by Seller to Buyer of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Buyer, Buyer agrees that its execution of this Agreement and the delivery thereof to Seller constitute a binding and irrevocable offer by Buyer to purchase the Premises on the terms and conditions herein contained and that, except as otherwise expressly provided herein, such offer shall remain binding on Buyer and subject to acceptance by Seller until 5:00 p.m., Eastern Time, on Oct. 15, 19 84 or until Buyer notifies Seller that such offer has been revoked, whichever occurs later. In the event that Seller does not notify Buyer of its acceptance of said offer on or before the later of such occurrences, Seller shall refund the Earnest Money to Buyer upon demand, together with any amounts owed to Buyer pursuant to subparagraph 3(c) hereof, whereupon this Agreement shall be null and void and neither party hereto shall have any further rights or liabilities hereunder. Buyer understands and agrees further that, notwithstanding any action or performance heretofore or hereafter taken or rendered by Seller or PCC or any agent or employee of Seller or PCC arising out of or in connection with this Agreement, Seller shall not be deemed to have accepted such offer, nor shall Seller have any liability whatsoever to Buyer with respect to the Premises arising hereunder (except as provided in this Paragraph 9 with respect to the return of the Earnest Money and as provided in subparagraph 3(c) with respect to the reimbursement for the Survey and Title Report) unless and until Seller notifies Buyer that this transaction has received the necessary approval and authorization of the management and Board of Directors of Seller and PCC, if other than Seller, and that Seller accepts the offer of Buyer by signing in the place provided hereafter entitled ACCEPTANCE.

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be duly executed on the dates set forth below.

SELLER: UNITED RAILROAD CORP.

BY: William A. Stockhoff
William A. Stockhoff
 TITLE: Regional Real Estate Manager

DATE: 8/30/84

Witnessed by:

Sandra L. Rister
Sandra L. Rister

BUYER: CITY OF FORT WAYNE BOARD OF AVIATION COMMISSIONERS

BY: Orin Siegel
Orin Siegel
 TITLE: President

DATE: 8-22-84

Witnessed by:

Harley Lake
Ruth Ann

ACCEPTANCE

Seller hereby notifies Buyer that this transaction has received the necessary approval and authorization of the management and Board of Directors of Seller and PCC (if other than Seller) and that Seller hereby accepts Buyer's offer to purchase the Premises as described in the foregoing Agreement.

BY: _____

TITLE: _____

DATE: _____

LC 3136 R 1

EXHIBIT "A" L.C. 3136

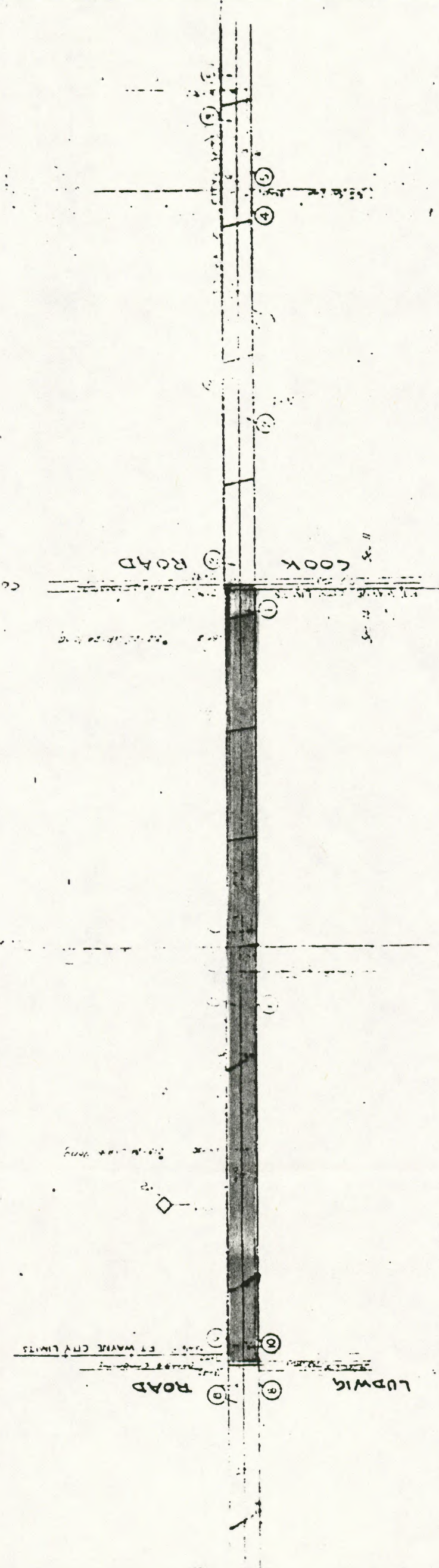
Proposed
Sale To: CITY OF FORT WAYNE BOARD OF AVIATION COMMISSIONERS

Location: FT. WAYNE, ALLEN CO., IN.

Area: 6.06 ACRES ± I.D. No.: IND 100 335

Map No.: 140-2400-0-5-7 Val No.: V240/5

Parcel: C Scale: 1 INCH = 400 FEET



CRC

2011 Aerial Chart

1910	1915	1920	1925	1930	1935	1940	1945	1950	1955	1960	1965	1970	1975	1980	1985	1990	1995	2000	2005	2010
1910	1915	1920	1925	1930	1935	1940	1945	1950	1955	1960	1965	1970	1975	1980	1985	1990	1995	2000	2005	2010

1. The Grantee agrees that all real estate taxes, special assessments, water, and sewer rents, and any other taxes and charges on the property being conveyed shall be pro-rated as of the title closing date and that the Grantee shall pay to the Grantor at title closing all such taxes and charges due based on a 365-day period from the date of closing to the end of the applicable local or governmental fiscal tax year.
2. It is hereby agreed and understood that the Grantee has elected not to have a survey completed and Grantee will accept such description as Grantor may provide.
3. Grantor acknowledges that this Sales Agreement, executed by Grantee, is subject to subsequent ratification by ordinance by the common council of Fort Wayne, Indiana, and that Grantee's purchase of the above-described real estate, and its additional obligations to perform under this agreement, are contingent upon securing the necessary ratification. In the event such ratification cannot be secured, for any reason, Grantor shall immediately return the earnest money deposit to Grantee, and this agreement shall be null and void.

BILL NO. G-84-09-04

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN
ORDINANCE authorizing the Board of Aviation to enter into a Sales
Agreement and to acquire real estate

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE PASS.

MARK E. GIAQUINTA, CHAIRMAN

JAMES S. STIER, VICE CHAIRMAN

JANET G. BRADBURY

THOMAS C. HENRY

DONALD J. SCHMIDT

CONCURRED IN E-2584
SANDRA E. KENNEDY, CITY CLERK

Admn. Appr. _____

DIGEST SHEETTITLE OF ORDINANCE General Ordinance

B-8409-04

DEPARTMENT REQUESTING ORDINANCE Board of AviationSYNOPSIS OF ORDINANCE An ordinance authorizing the Board of Aviationto enter into a Sales Agreement and to acquire real estate.EFFECT OF PASSAGE Acquiring additional real estate will increase thesize of Smith Field.EFFECT OF NON-PASSAGE Opposite of the above.MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$1,900.00 per acre -6.06 acres, more or less (to be verified by survey)

ASSIGNED TO COMMITTEE (PRESIDENT) _____